a. Description of the work and the materials to be used:

I/WE, the Owner(s) of the premises described above authorize YourCompanyNameHere, hereinafter referred to as “Contractor”, to furnish all materials and labor necessary to roof and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications and provisions:

This list of specifications may be continued on subsequent pages (see page number below).

b. Payment:

Contractor proposes to perform the above work subject to any additions and/or deductions pursuant to authorized change orders. Owner will pay Contractor the “Cost of The Work”, as defined in the attached addendum to this contract, plus a fixed percentage fee of ______% of the cost of all work as compensation for Contractor’s profit and overhead. The term “Cost of The Work” is defined as all costs incurred by Contractor in the proper performance of the work as described above in section “a” and will include all items listed in the “Cost of The Work” addendum to this contract.

Contractor will submit all supporting documentation to Owner and invoice owner for progress payments as follows:

This list of specifications may be continued on subsequent pages (see page number below).

c. Commencement and Completion of Work:

Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor and commencement shall be subject to permissible delays as described in provision (5) on the reverse.

Approximate Start Date:____________________       Approximate Completion Date:____________________

Contractor will submit all supporting documentation to Owner and invoice owner for progress payments as follows:

This list of specifications may be continued on subsequent pages (see page number below).

d. Acceptance:

This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

Additional Provisions Of This Contract Are On The Reverse Side And May Be Continued On Subsequent Pages (see page number below).

NOTE:     This contract may be withdrawn after ____ days from __________ if not approved and signed by both parties.

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http://www.ACTContractorsForms.com

THIS IS THE COMMERCIAL ROOFING TIME AND MATERIAL CONTRACT FORM RC5 This form is to be used as a contract between your company and a commercial property owner or their agent WHEN THE COMPENSATION FOR THE JOB IS ON A TIME AND MATERIAL BASIS. This contract is biased toward the roofing contractor and is concise but very protective of the contractor. This contract for is designed to work with our form COW Cost of Work Addendum which details and more importantly, clarifies, how the “cost of the work” is determined.
ADDITIONAL PROVISIONS: Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

1. Contract, Plans, Specifications, Permits and Fees. The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of permits. The provisions of this contract shall have control over both the plans and the specifications. All required building permits will be paid for by Owner and shall be executed by any government body, telephone company or other utility company on behalf of Owner.

2. Installation, Change Orders, Payments. Contractor will not be required to contract any part of, or all of, the work herein. Other parties may be brought in to perform certain parts of the work. Change orders in the nature authorized by the contract and shall be incorporated herein.

3. Change Orders. Change orders may be given to Contractor by Owner, owner's agent including failure of Owner to make timely progress payments or for other reasons.

4. Owner's Responsibility. Owner is responsible for the provision of water, sewer, access to premises, and all applicable permits and fees required for the completion of the work. Contractor agrees to pay Contractor the cost of such extra work. All extra work as required by the provisions of this contract shall be specified and approved by the owner. Claims for extra work shall become a part of this contract.

5. Delay. Contractor will not be responsible for delays resulting from acts of owner or owner’s agent, including failure of Owner to make timely progress payments or for other reasons beyond Contractor’s reasonable control.

6. Surplus Materials. Any surplus materials left over after this contract is complete shall be donated to a non-profit organization for any surplus materials. Contractor will inform Owner of any surplus materials, wherever possible, Contractor will leave premises in a neat, clean condition.

7. Cleanup & Debris. At Completion of work, Contractor will clean up area, broom floors, ceilings or other area so it is ready for the owner to move in. Contractor will remove all debris consisting of dust, dirt, asphalt, or small bits of materials that settle into the premises, or any debris attached, in a suitable manner. Contractor shall remove any and all debris left over after this contract is completed. All debris consisting of dust, dirt, asphalt, or small bits of materials that settle into the premises, or any debris attached, in a suitable manner. Contractor shall remove any and all debris left over after this contract is completed.

8. Concealed Property. Contractor agrees to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for the cost of relocating same. No credit is due Owner on returns for any surplus materials because this contract does not include a price for such materials.

9. Termites, Pests & Hazardous Substances. Owner understands that Contractor is not responsible for any abatement contractor for Hazardous Materials that may be found in the premises, or for Pests (including Termites). Contractor shall not be required to do any work to determine if there is any such material or pest, or to repair any damage caused by such material or pest.

10. Right to Stop Work and to Withhold Payment on Labor and Materials. If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work on this contract and to withhold payment on labor and materials. Contractor shall have the right to stop work on this contract and to withhold payment on labor and materials. Contractor shall have the right to stop work on this contract and to withhold payment on labor and materials. Contractor shall have the right to stop work on this contract and to withhold payment on labor and materials. Contractor shall have the right to stop work on this contract and to withhold payment on labor and materials.

11. Collection. If the work is not performed in accordance with the terms and conditions of this contract, Contractor hereby reserves the right to stop work until payment is received. Contractor may terminate this contract for nonpayment and remove all equipment and material from the premises at the risk and expense of Owner.

12. Legal Remedies. In the event of any breach by Contractor of any provision of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be awarded to award fees based on a court, fee schedule but shall be awarded to award fees based on attorney, fee schedule. The court or arbitrator shall not be awarded to award fees based on a court, fee schedule but shall be awarded to award fees based on attorney, fee schedule.

13. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor’s right to arbitrate, Contractor does not waive any of its lien rights.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the “arbitration of disputes” provision decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically, included in the “arbitration of disputes” provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the “arbitration of disputes” provision to neutral arbitration.

I Agree to Arbitration: ____________________  I Agree to Arbitration: ____________________

(Initials of Owner)  (Initials of Contractor)